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VIA ECF

The Honorable Martin Glenn
United States Bankruptcy Court
Southern District of New York
One Bowling Green
New York, NY 10004-1408

Re: Status Report
Yuri Rozhkov, and the State Corporation "Deposit Insurance Agency" v. LARMAR Foundation, et al. (Adv. Pro. Case No. 19-01413-MG)
Yuri Rozhkov, and the State Corporation "Deposit Insurance Agency" v. LARMAR Foundation, et al. (Adv. Pro. Case No. 19-01414-MG) (together with Case No. 19-01413, the "**Adversary Proceedings**")

Dear Judge Glenn:

This firm is counsel to Yuri Vladimirovich Rozhkov, the trustee and foreign representative (the "**Markus FR**" or "**Rozhkov**") of the foreign debtor Larisa Markus ("**Markus**") and the State Corporation "Deposit Insurance Agency," the trustee and foreign representative (the "**Bank FR**" or "**DIA**") of the Foreign Economic Industrial Bank Limited, Vneshprombank Ltd. (the "**Bank**" or "**Vneshprombank**"). We submit this status report pursuant to an e-mail communication from the Court received on November 18, 2021.

On October 7, 2021, the Court entered orders¹ (the "**Orders**") approving, among other things, a settlement agreement (the "**Settlement Agreement**") among Markus, the Markus FR, the Bank FR, Ilya Bykov ("**Bykov**"), LARMAR Foundation ("**Larmar**"), the LM Entities,² the Protax Entities, and BG Atlantic, Inc. ("**BG Atlantic**").

Section 4.1 of the Settlement Agreement indicates that "[w]ithin ten (10) Business Days of completion of all obligations set forth in Clause 3, counsel for the Prosecuting Parties shall . . . forward to counsel for the Targeted Parties duly executed joint stipulations of dismissal in the form annexed hereto as Part A to Schedule 7 dismissing the Adversary Proceedings without prejudice (subject to Clause 3.1(h)), which shall thereafter be promptly executed by the respective counsel for the Targeted Parties and filed with the Court"

¹ Case No. 19-01413-MG, ECF No. 42; Case No. 19-01414, ECF No. 41

² Capitalized terms used but not defined herein shall have the meanings ascribed to them in *The Foreign Representatives' Motion to Approve the Settlement Agreement and Related Services Agreement* (Case No. 19-01413-MG, ECF No. 46; Case No. 19-01414, ECF No. 45).

While all parties to the Settlement Agreement have been working diligently to complete the items in Clause 3, as of the date of the filing of this letter, certain obligations in Clause 3 remain outstanding. Accordingly, the Markus FR and the Bank FR respectfully request that the Adversary Proceedings remain open until all obligations in Clause 3 have been completed.

We are available to address any questions if the Court requires anything further regarding this matter.

Respectfully submitted,

/s/ Stephen B. Selbst
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